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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 ANGELINA ATABEKOVA-
12 MICHAELIDIS, and VARDUI
13 MICHAELIDOU; both individually
14 and as successors in interest to
15 Decedent MELKON
16 MICHAELIDIS,

17 Plaintiff(s),

18 v.

19 CITY OF LOS ANGELES, BRYAN
20 MORALES; and DOES 1-10,
21 inclusive,

22 Defendant(s).

CASE NO. 2:22-cv-05620-MCS-MAAx

[Assigned to Hon. Mark C. Scarsi, 1st Cthse, Ctrm. 7C;
Mag. Maria A. Audero, USDC-Roybal, Ctrm. 690]

**STIPULATED PROTECTIVE
ORDER**

23 **1. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
25 proprietary, or private information for which special protection from public
26 disclosure and from use for any purpose other than prosecuting this litigation may
27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
28 enter the following Stipulated Protective Order. The parties acknowledge that this

1 Stipulated Protective Order does not confer blanket protections on all disclosures or
2 responses to discovery and that the protection it affords from public disclosure and
3 use extends only to the limited information or items that are entitled to confidential
4 treatment under the applicable legal principles. The parties further acknowledge, as
5 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
6 them to file confidential information under seal; Local Rule 79-5 sets forth the
7 procedures that must be followed and the standards that will be applied when a
8 party seeks permission from the Court to file material under seal. Discovery in this
9 action is likely to involve production of confidential, proprietary, or private
10 information for which special protection from public disclosure and from use for
11 any purpose other than prosecuting this litigation may be warranted.

12 13 **2. GOOD CAUSE STATEMENT**

14 This action is likely to involve confidential, proprietary, or private
15 information for which special protection from public disclosure and from use for
16 any purpose other than prosecution of this action is warranted. Such confidential
17 and proprietary materials and information consist of, among other things,
18 confidential business or financial information, information regarding confidential
19 business practices, or other confidential information (including information
20 implicating privacy rights of third parties), information otherwise generally
21 unavailable to the public, or which may be privileged or otherwise protected from
22 disclosure under state or federal statutes, court rules, case decisions, or common
23 law. Accordingly, to expedite the flow of information, to facilitate the prompt
24 resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the
26 parties are permitted reasonable necessary uses of such material in preparation for
27 and in the conduct of trial, to address their handling at the end of the litigation, and
28 to serve the ends of justice, a protective order for such information is justified in

1 this matter. It is the intent of the parties that information will not be designated as
2 confidential for tactical reasons and that nothing be so designated without a good
3 faith belief that it has been maintained in a confidential, non-public manner, and
4 there is good cause why it should not be part of the public record of this case.

5
6 **3. DEFINITIONS**

- 7 3.1. Action: *This pending federal lawsuit.. Angelina Atabekova-*
8 *Michaelidis, et al. v. City of Los Angeles, et al., Case No. 2:22-cv-*
9 *05620-MCS-MAAx.*
- 10 3.2. Challenging Party: A Party or Nonparty that challenges the
11 designation of information or items under this Stipulated Protective
12 Order.
- 13 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
14 how it is generated, stored or maintained) or tangible things that
15 qualify for protection under Federal Rule of Civil Procedure 26(c), and
16 as specified above in the Good Cause Statement.
- 17 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well
18 as their support staff).
- 19 3.5. Designating Party: A Party or Nonparty that designates information or
20 items that it produces in disclosures or in responses to discovery as
21 “CONFIDENTIAL.”
- 22 3.6. Disclosure or Discovery Material: All items or information, regardless
23 of the medium or manner in which it is generated, stored, or
24 maintained (including, among other things, testimony, transcripts, and
25 tangible things), that is produced or generated in disclosures or
26 responses to discovery in this matter.
- 27 3.7. Expert: A person with specialized knowledge or experience in a
28 matter pertinent to the litigation who has been retained by a Party or its

- 1 counsel to serve as an expert witness or as a consultant in this Action.
- 2 3.8. In-House Counsel: Attorneys who are employees of a party to this
- 3 Action. In-House Counsel does not include Outside Counsel of
- 4 Record or any other outside counsel.
- 5 3.9. Nonparty: Any natural person, partnership, corporation, association,
- 6 or other legal entity not named as a Party to this action.
- 7 3.10. Outside Counsel of Record: Attorneys who are not employees of a
- 8 party to this Action but are retained to represent or advise a party to
- 9 this Action and have appeared in this Action on behalf of that party or
- 10 are affiliated with a law firm which has appeared on behalf of that
- 11 party, and includes support staff.
- 12 3.11. Party: Any party to this Action, including all of its officers, directors,
- 13 employees, consultants, retained experts, In-House Counsel, and
- 14 Outside Counsel of Record (and their support staffs).
- 15 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
- 16 Discovery Material in this Action.
- 17 3.13. Professional Vendors: Persons or entities that provide litigation
- 18 support services (e.g., photocopying, videotaping, translating,
- 19 preparing exhibits or demonstrations, and organizing, storing, or
- 20 retrieving data in any form or medium) and their employees and
- 21 subcontractors.
- 22 3.14. Protected Material: Any Disclosure or Discovery Material that is
- 23 designated as "CONFIDENTIAL."
- 24 3.15. Receiving Party: A Party that receives Disclosure or Discovery
- 25 Material from a Producing Party.
- 26 3.16 Final Disposition: The conclusion of any appellate proceedings, or, if
- 27 no appeal is taken, when the time for filing of an appeal has run.
- 28 Except as set forth below, the terms of this protective order apply

1 through FINAL DISPOSITION of the action. The parties may
2 stipulate that they will be contractually bound by the terms of this
3 agreement beyond FINAL DISPOSITION, but will have to file a
4 separate action for enforcement of the agreement once all proceedings
5 in this case are complete.

6
7 **4. SCOPE**

8 The protections conferred by this Stipulated Protective Order cover not only
9 Protected Material, but also (1) any information copied or extracted from Protected
10 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
11 and (3) any testimony, conversations, or presentations by Parties or their Counsel
12 that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Stipulated Protective Order does not govern the use of Protected
15 Material at trial.

16
17 **5. DURATION**

18 Once a case proceeds to trial, all of the information that was designated as
19 confidential or maintained pursuant to this Stipulated Protective Order becomes
20 public and presumptively will be available to all members of the public, including
21 the press, unless compelling reasons supported by specific factual findings to
22 proceed otherwise are made to the trial judge in advance of the trial. *See*
23 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
24 (distinguishing “good cause” showing for sealing documents produced in discovery
25 from “compelling reasons” standard when merits-related documents are part of
26 court record). Accordingly, the terms of this Stipulated Protective Order do not
27 extend beyond the commencement of the trial.

28 Even after final disposition of this litigation, the confidentiality obligations

1 imposed by this Stipulated Protective Order shall remain in effect until a
2 Designating Party agrees otherwise in writing or a court order otherwise directs.
3 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
4 defenses in this Action, with or without prejudice; and (2) final judgment herein
5 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
6 reviews of this Action, including the time limits for filing any motions or
7 applications for extension of time pursuant to applicable law.

8
9 **6. DESIGNATING PROTECTED MATERIAL**

10 6.1. Exercise of Restraint and Care in Designating Material for Protection.

11 Each Party or Nonparty that designates information or items for
12 protection under this Stipulated Protective Order must take care to
13 limit any such designation to specific material that qualifies under the
14 appropriate standards. The Designating Party must designate for
15 protection only those parts of material, documents, items, or oral or
16 written communications that qualify so that other portions of the
17 material, documents, items, or communications for which protection is
18 not warranted are not swept unjustifiably within the ambit of this
19 Stipulated Protective Order.

20 Mass, indiscriminate, or routinized designations are prohibited.
21 Designations that are shown to be clearly unjustified or that have been
22 made for an improper purpose (*e.g.*, to unnecessarily encumber the
23 case development process or to impose unnecessary expenses and
24 burdens on other parties) may expose the Designating Party to
25 sanctions.

26 6.2. Manner and Timing of Designations.

27 Except as otherwise provided in this Stipulated Protective Order
28 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,

1 Disclosure or Discovery Material that qualifies for protection under
2 this Stipulated Protective Order must be clearly so designated before
3 the material is disclosed or produced.

4 Designation in conformity with this Stipulated Protective Order
5 requires the following:

- 6 (a) For information in documentary form (*e.g.*, paper or electronic
7 documents, but excluding transcripts of depositions or other
8 pretrial or trial proceedings), that the Producing Party affix at a
9 minimum, the legend “CONFIDENTIAL” to each page that
10 contains protected material. If only a portion or portions of the
11 material on a page qualifies for protection, the Producing Party
12 also must clearly identify the protected portion(s) (*e.g.*, by
13 making appropriate markings in the margins).

14 A Party or Nonparty that makes original documents
15 available for inspection need not designate them for protection
16 until after the inspecting Party has indicated which documents it
17 would like copied and produced. During the inspection and
18 before the designation, all of the material made available for
19 inspection shall be deemed “CONFIDENTIAL.” After the
20 inspecting Party has identified the documents it wants copied
21 and produced, the Producing Party must determine which
22 documents, or portions thereof, qualify for protection under this
23 Stipulated Protective Order. Then, before producing the
24 specified documents, the Producing Party must affix the legend
25 “CONFIDENTIAL” to each page that contains Protected
26 Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly
28 identify the protected portion(s) (*e.g.*, by making appropriate

1 markings in the margins).

2 (b) For testimony given in depositions, that the Designating Party
3 identify the Disclosure or Discovery Material on the record,
4 before the close of the deposition, all protected testimony.

5 (c) For information produced in nondocumentary form, and for any
6 other tangible items, that the Producing Party affix in a
7 prominent place on the exterior of the container or containers in
8 which the information is stored the legend "CONFIDENTIAL."
9 If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall
11 identify the protected portion(s).

12 6.3. Inadvertent Failure to Designate.

13 If timely corrected, an inadvertent failure to designate qualified
14 information or items does not, standing alone, waive the Designating
15 Party's right to secure protection under this Stipulated Protective Order
16 for such material. Upon timely correction of a designation, the
17 Receiving Party must make reasonable efforts to assure that the
18 material is treated in accordance with the provisions of this Stipulated
19 Protective Order.

21 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 7.1. Timing of Challenges.

23 Any Party or Nonparty may challenge a designation of
24 confidentiality at any time that is consistent with the Court's
25 Scheduling Order.

26 7.2. Meet and Confer.

27 The Challenging Party shall initiate the dispute resolution
28 process, which shall comply with Local Rule 37.1 et seq., and with

1 Section 4 of Judge Audero’s Procedures (“Mandatory Telephonic
2 Conference for Discovery Disputes”).¹

3 7.3. Burden of Persuasion.

4 The burden of persuasion in any such challenge proceeding shall
5 be on the Designating Party. Frivolous challenges, and those made for
6 an improper purpose (*e.g.*, to harass or impose unnecessary expenses
7 and burdens on other parties) may expose the Challenging Party to
8 sanctions. Unless the Designating Party has waived or withdrawn the
9 confidentiality designation, all parties shall continue to afford the
10 material in question the level of protection to which it is entitled under
11 the Producing Party’s designation until the Court rules on the
12 challenge.

13
14 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

15 8.1. Basic Principles.

16 A Receiving Party may use Protected Material that is disclosed
17 or produced by another Party or by a Nonparty in connection with this
18 Action only for prosecuting, defending, or attempting to settle this
19 Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this
21 Stipulated Protective Order. When the Action reaches a final
22 disposition, a Receiving Party must comply with the provisions of
23 Section 14 below.

24 Protected Material must be stored and maintained by a
25 Receiving Party at a location and in a secure manner that ensures that
26

27
28 ¹ Judge Audero’s Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 access is limited to the persons authorized under this Stipulated
2 Protective Order.

3 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the Court or permitted in writing
5 by the Designating Party, a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL” only to:

- 7 (a) The Receiving Party’s Outside Counsel of Record, as well as
8 employees of said Outside Counsel of Record to whom it is
9 reasonably necessary to disclose the information for this Action;
- 10 (b) The officers, directors, and employees (including In-House
11 Counsel) of the Receiving Party to whom disclosure is
12 reasonably necessary for this Action;
- 13 (c) Experts of the Receiving Party to whom disclosure is reasonably
14 necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 16 (d) The Court and its personnel;
- 17 (e) Court reporters and their staff;
- 18 (f) Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably
20 necessary or this Action and who have signed the
21 “Acknowledgment and Agreement to be Bound” (Exhibit A);
- 22 (g) The author or recipient of a document containing the
23 information or a custodian or other person who otherwise
24 possessed or knew the information;
- 25 (h) During their depositions, witnesses, and attorneys for witnesses,
26 in the Action to whom disclosure is reasonably necessary
27 provided: (i) the deposing party requests that the witness sign
28 the “Acknowledgment and Agreement to Be Bound” (Exhibit

A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” before a determination by the Court from which the
3 subpoena or order issued, unless the Party has obtained the Designating Party’s
4 permission. The Designating Party shall bear the burden and expense of seeking
5 protection in that court of its confidential material and nothing in these provisions
6 should be construed as authorizing or encouraging a Receiving Party in this Action
7 to disobey a lawful directive from another court.

8
9 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
10 **PRODUCED IN THIS LITIGATION**

11 10.1. Application.

12 The terms of this Stipulated Protective Order are applicable to
13 information produced by a Nonparty in this Action and designated as
14 “CONFIDENTIAL.” Such information produced by Nonparties in
15 connection with this litigation is protected by the remedies and relief
16 provided by this Stipulated Protective Order. Nothing in these
17 provisions should be construed as prohibiting a Nonparty from seeking
18 additional protections.

19 10.2. Notification.

20 In the event that a Party is required, by a valid discovery
21 request, to produce a Nonparty’s confidential information in its
22 possession, and the Party is subject to an agreement with the Nonparty
23 not to produce the Nonparty’s confidential information, then the Party
24 shall:

- 25 (a) Promptly notify in writing the Requesting Party and the
26 Nonparty that some or all of the information requested is subject
27 to a confidentiality agreement with a Nonparty;
28 (b) Promptly provide the Nonparty with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery
2 request(s), and a reasonably specific description of the
3 information requested; and

4 (c) Make the information requested available for inspection by the
5 Nonparty, if requested.

6 10.3. Conditions of Production.

7 If the Nonparty fails to seek a protective order from this Court
8 within fourteen (14) days after receiving the notice and accompanying
9 information, the Receiving Party may produce the Nonparty's
10 confidential information responsive to the discovery request. If the
11 Nonparty timely seeks a protective order, the Receiving Party shall not
12 produce any information in its possession or control that is subject to
13 the confidentiality agreement with the Nonparty before a
14 determination by the Court. Absent a court order to the contrary, the
15 Nonparty shall bear the burden and expense of seeking protection in
16 this Court of its Protected Material.

17
18 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party immediately must (1) notify in
22 writing the Designating Party of the unauthorized disclosures, (2) use its best
23 efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the
24 person or persons to whom unauthorized disclosures were made of all the terms of
25 this Stipulated Protective Order, and (4) request such person or persons to execute
26 the "Acknowledgment and Agreement to be Bound" (Exhibit A).

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28 ///

1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 10 of a communication or information covered by the attorney-client privilege or work
 11 product protection, the parties may incorporate their agreement in the Stipulated
 12 Protective Order submitted to the Court.

13
 14 **13. MISCELLANEOUS**

15 13.1. Right to Further Relief.

16 Nothing in this Stipulated Protective Order abridges the right of
 17 any person to seek its modification by the Court in the future.

18 13.2. Right to Assert Other Objections.

19 By stipulating to the entry of this Stipulated Protective Order, no
 20 Party waives any right it otherwise would have to object to disclosing
 21 or producing any information or item on any ground not addressed in
 22 this Stipulated Protective Order. Similarly, no Party waives any right
 23 to object on any ground to use in evidence of any of the material
 24 covered by this Stipulated Protective Order.

25 13.3. Filing Protected Material.

26 A Party that seeks to file under seal any Protected Material must
 27 comply with Local Rule 79-5. Protected Material may only be filed
 28 under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file
2 Protected Material under seal is denied by the Court, then the
3 Receiving Party may file the information in the public record unless
4 otherwise instructed by the Court.

5
6 **14. FINAL DISPOSITION**

7 After the final disposition of this Action pursuant to Section 3.16 above,
8 within sixty (60) days of a written request by the Designating Party, each Receiving
9 Party must return all Protected Material to the Producing Party or destroy such
10 material. As used in this subdivision, "all Protected Material" includes all copies,
11 abstracts, compilations, summaries, and any other format reproducing or capturing
12 any of the Protected Material. Whether the Protected Material is returned or
13 destroyed, the Receiving Party must submit a written certification to the Producing
14 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
15 deadline that (1) identifies (by category, where appropriate) all the Protected
16 Material that was returned or destroyed and (2) affirms that the Receiving Party has
17 not retained any copies, abstracts, compilations, summaries or any other format
18 reproducing or capturing any of the Protected Material. Notwithstanding this
19 provision, Counsel is entitled to retain an archival copy of all pleadings; motion
20 papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence;
21 deposition and trial exhibits; expert reports; attorney work product; and consultant
22 and expert work product, even if such materials contain Protected Material. Any
23 such archival copies that contain or constitute Protected Material remain subject to
24 this Stipulated Protective Order as set forth in Section 5.

25
26 **15. VIOLATION**

27 Any violation of this Stipulated Order may be punished by any and all
28 appropriate measures including, without limitation, contempt proceedings and/or

monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: March 10, 2023

**LAW OFFICES OF DALE K. GALIPO
MARDIROSIAN & MARDIROSIAN, APC**

By: _____

Dale K. Galipo, Esq.
Marcel F. Sincich, Esq.
Margarit K. Mardirosian, Esq.
Attorney for Plaintiffs
ANGELINA ATABEKOVA-
MICHAELIDIS, and VARDOUTI
MICHAELIDOU

DATED: March 10, 2023

MICHAEL N. FEUER, City Attorney
SCOTT MARCUS, Chief Assistant City Attorney
CORY M. BRENT, Senior Assistant City Attorney
TY A. FORD, Deputy City Attorney

By: _____

Ty A. Ford, Deputy City Attorney
Attorneys for Defendant
CITY OF LOS ANGELES

DATED: March 10, 2023

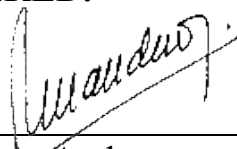
**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

By: _____

Eugene P. Ramirez, Esq.
Attorneys for Defendant
BRYAN MORALES

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: March 10, 2023



Maria A. Audero
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [full name], of _____
 _____ [address], declare under penalty of perjury that I have read in its
 entirety and understand the Stipulated Protective Order that was issued by the
 United States District Court for the Central District of California on _____
 [date] in the case of *Michaelidis, et al. v. City of Los Angeles, et al.*, Case No. 2:22-
 cv-05620-MCS-MAAx. I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order, and I understand and acknowledge that failure to
 so comply could expose me to sanctions and punishment in the nature of contempt.
 I solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [full name]
 of _____ [address and telephone number]
 as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____
 Printed Name: _____
 Date: _____
 City and State Where Sworn and Signed: _____